

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

**THE DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA
(TUTOR PERINI CORPORATION)**

and

Case 02-CB-130379

O'NEAL WOODS

**THE DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA
(TUTOR PERINI BUILDING CORPORATION)**

and

Case 02-CB-131944

O'NEAL WOODS

**THE DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA
(PINNACLE INDUSTRIES II, LLC)**

and

Case 02-CB-137341

O'NEAL WOODS

DECISION AND ORDER

Statement of the Cases

On March 16, 2015, The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America (the Respondent), O'Neal Woods (the Charging Party), and the General Counsel of the National Labor Relations Board entered into a Formal Settlement Stipulation, subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States Court of Appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Formal Settlement Stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the Formal Settlement Stipulation.

Based on the Formal Settlement Stipulation and the entire record, the Board makes the following

Findings of Fact

1. The Employers' businesses

Tutor Perini Building Corporation ("TPBC") is a wholly-owned subsidiary of Tutor Perini, with an office and place of business located at 1000 Main Street, New Rochelle, New York, and provides general contracting, construction management, and design-build services to private clients and public agencies nationwide.

Annually, TPBC, in conducting its business operations described above, has performed services valued in excess of \$50,000 in states other than the State of New York.

Tutor Perini Corporation ("TPC") is a Massachusetts corporation with an office and place of business located at 1000 Main Street, New Rochelle, New York, and provides contracting, including building and civil construction, construction management, design-build services, and specialty contracting to private clients and public agencies nationwide.

Annually, TPC, in conducting its business operations described above, has performed services valued in excess of \$50,000 in states other than the State of New York.

Pinnacle Industries II, LLC ("Pinnacle") is a limited liability company with an office and place of business located at 260 Park Avenue, Harrison, New York, and has been engaged in the construction of concrete superstructures for high rise buildings.

Annually, Pinnacle, in conducting its business operations described above, has performed services valued in excess of \$50,000 in states other than the State of New York.

At all material times, TPBC, TPC, and Pinnacle have been employers engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

2. The labor organization involved

The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America (the Respondent) is a labor organization within the meaning of Section 2(5) of the Act.

ORDER

Based on the above findings of fact, the Formal Settlement Stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America, New York, New York, its officers, agents, and representatives, shall

1. Cease and desist from

(a) Attempting to cause and causing Tutor Perini Building Corporation, Pinnacle Industries II, LLC, and any other employer to discharge or otherwise discriminate against O'Neal Woods or any other employees because they are not members of the Union or for reasons other than the failure to tender uniformly required initiation fees and periodic dues.

(b) Attempting to cause and causing Tutor Perini Corporation and any other employer to fail to consider for hire, fail to hire, or otherwise discriminate against O'Neal Woods or any other employees because they are not members of the Union or for reasons other than the failure to tender uniformly required initiation fees and periodic dues.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Within 14 days from the date of the Board's Order, notify Tutor Perini Building Corporation, Tutor Perini Corporation, and Pinnacle Industries II, LLC, in writing, that it has no objection to their employment of O'Neal Woods. Notify O'Neal Woods, in writing, that it has so informed these companies.

(b) Within 14 days from the date of this Order, make O'Neal Woods whole, with interest, for any loss of earnings he may have suffered as a result of the alleged discrimination against him in the following agreed-upon, apportioned amounts:

Backpay	Interest	Fringe Benefits	Excess Tax
\$9072.50	\$137	\$8254	\$36.50

If Tutor Perini Building Corporation or Tutor Perini Corporation, under their settlement agreements with the Regional Director for Region 2, does not comply with their apportioned make whole remedies, and after the Regional Director has made reasonable efforts to obtain compliance, the Respondent agrees to be jointly and severally liable for the entire amount as follows:

Backpay	Interest	Fringe Benefits	Excess Tax
\$28,664	\$428	\$25,794	\$114

(c) Within 14 days from the date of this Order, remove from its records any reference to the alleged unlawful discharge of O'Neal Woods by Tutor Perini Building Corporation on or about June 5, 2014, Pinnacle Industries II, LLC on or about September 18, 2014, and the unlawful failure to consider for hire or failure to hire by Tutor Perini Corporation on or about June 25, 2014, and notify him in writing that this has been done and that evidence of said discharge, failure to hire, and failure to consider for hire will not form a basis, in whole or in part, for future action against him. Ask Pinnacle to remove from its files any reference to the alleged unlawful discharge of O'Neal Woods and notify Woods that this has been done.

(d) Within 14 days of service by the Region, post at its business office copies of the attached notice, marked "Appendix A." Copies of the notice, on forms provided by the Regional Director for Region 2, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and shall be maintained by it for 60 consecutive days thereafter, in conspicuous places where notices to employees and members customarily are posted. Further, if the Respondent maintains bulletin boards at the facilities of Tutor Perini Building Corporation, Tutor Perini Corporation, and Pinnacle Industries II, LLC, where the unfair labor practices occurred, the Respondent shall also post the notice on each such bulletin board during the posting period. The Respondent shall take reasonable steps to ensure that the notices are not altered, defaced, or covered by any material. If the Respondent does not maintain bulletin boards at the facilities of Tutor Perini Building Corporation, Tutor Perini Corporation, and Pinnacle Industries II, LLC, where the alleged unfair labor practices occurred, the Respondent shall send a copy of the notice to Pinnacle Industries II, Tutor Perini Building Corporation, and Tutor Perini Corporation, and request that said companies post the notice in prominent places in their facilities for 60 consecutive days from the date of posting.

(e) Within 21 days after service by the Region of the notice, file with the Regional Director for Region 2 a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., June 4, 2015.

Mark Gaston Pearce, Chairman

Philip A. Miscimarra, Member

Kent Y. Hirozawa, Member

(SEAL)

NATIONAL LABOR RELATIONS BOARD

APPENDIX A

NOTICE TO EMPLOYEES AND MEMBERS POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

PURSUANT TO A STIPULATION PROVIDING FOR A BOARD ORDER AND A CONSENT JUDGMENT OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union
Choose a representative to bargain on your behalf with your employer
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

WE WILL NOT cause or attempt to cause Tutor Perini Building Corporation, Pinnacle Industries II, LLC, or any other employer to discharge or otherwise discriminate against O'Neal Woods or any other employees because they are not members of The District Council of New York City and Vicinity of the United Brotherhood of Carpenters and Joiners of America ("the Union") or for reasons other than the failure to tender uniformly required initiation fees and periodic dues.

WE WILL NOT cause or attempt to cause Tutor Perini Corporation or any other employer to fail to consider for hire, fail to hire, or otherwise discriminate against O'Neal Woods or any other employees because they are not members of the Union or for reasons other than the failure to tender uniformly required initiation fees and periodic dues.

WE WILL NOT in any like or related manner restrain or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL notify Tutor Perini Building Corporation, Tutor Perini Corporation, and Pinnacle Industries II, LLC that we have no objection to the employment of O'Neal Woods.

WE WILL, jointly and severally with Tutor Perini Building Corporation and Tutor Perini Corporation, make O'Neal Woods whole, with interest, for any loss of pay or benefits he may have suffered as a result of his discharge at our request by Tutor Perini Building Corporation and Pinnacle Industries II, LLC.

WE WILL, jointly and severally with Tutor Perini Building Corporation and Tutor Perini Corporation, make O'Neal Woods whole, with interest, for any loss of pay or benefits he may have suffered as a result of Tutor Perini Corporation's failure to hire him at our request.

WE WILL remove from our files any reference to the alleged unlawful discharge, failure to hire, and failure to consider for hire O'Neal Woods, and we will notify him in writing that this has been done and that the discharge, failure to hire, and failure to consider for hire will not be used against him in any way.

WE WILL ask Tutor Perini Building Corporation, Tutor Perini Corporation, and Pinnacle Industries II, LLC to remove from its files any reference to the alleged unlawful discharge of O'Neal Woods, or alleged unlawful failure to hire or consider for hire O'Neal Woods, and we will notify him in writing that this has been done.

WE WILL, jointly and severally with Tutor Perini Building Corporation and Tutor Perini Corporation, compensate O'Neal Woods for the adverse tax consequences, if any, of receiving a lump-sum backpay award.

**THE DISTRICT COUNCIL OF NEW YORK CITY
AND VICINITY OF THE UNITED BROTHERHOOD
OF CARPENTERS AND JOINERS OF AMERICA**

The Board's decision can be found at www.nlr.gov/case/02-CB-130379 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.

